

**MANATEE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

59

<b>SUBJECT</b>	RESOLUTION R-01-149-V	<b>TYPE AGENDA ITEM</b>	Consent (Public Hearing)
<b>DATE REQUESTED</b>	September 18, 2001	<b>DATE SUBMITTED/REVISED</b>	September 5, 2001
<b>BRIEFINGS?/WHO?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	N/A
<b>DEPARTMENT DIVISION</b>	Transportation Land Acquisition	<b>AUTHORIZED BY TITLE</b>	Larry R. Mau, P.E. Director of Transportation <i>[Signature]</i>
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Jim Staples 7489	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Jim Staples, Manager, Land Acquisition 7489 <i>[Signature]</i>
<b>ADMINISTRATIVE APPROVAL</b>	<i>[Signature]</i>		

**ACTION DESIRED**

Indicate whether <sup>1</sup>REPORT or <sup>2</sup>DISCUSSION, <sup>3</sup>FORM OF MOTION, or <sup>4</sup>OTHER ACTION REQUIRED

Adoption of Resolution R-01-149-V to vacate a portion of a platted right of way situated in the Palmetto Grove and Garden Company subdivision.

**ENABLING/REGULATING AUTHORITY**

Federal/State laws, administrative rulings, Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.

Land Development Code: - Chapter 9, Section 911.3, Public Hearing Requirements (Vacation of Streets, Roads and Other Appropriate Property).  
Section 911.3.1, Public Hearing and Notice.  
Florida Statute: - Chapter 177, Section 177.101, Vacation and Annulment of Plats Subdividing Land.

**BACKGROUND/DISCUSSION**

- Bobbie R. Haggard and Diane L. Haggard, husband and wife, have applied for the vacation of a 10 foot wide strip of a platted right-of-way having a total width of 50 feet. The area to be vacated has a total length of 65 feet, resulting in a total area to be vacated of 650 square feet. The right-of-way is adjacent to Lot 109, Palmetto Grove and Garden Company, a subdivision recorded in Plat Book 1, Page 317, of the public records of Manatee County, Florida, being further described as 3703 16<sup>th</sup> Avenue East, Palmetto, Florida; P.I.N. 23147.0000/2.
- The right-of-way, which is the westerly extension of 37<sup>th</sup> Street East (Mendoza Road) from 16<sup>th</sup> Avenue East (Canal Road), is improved by a narrow travel way privately constructed long ago by adjacent property owners. It is not open to through traffic and only serves the abutting lots situated between 12<sup>th</sup> Avenue East and 16<sup>th</sup> Avenue East. This area of the right-of-way is not County maintained.
- The construction of an outbuilding within the 25-foot setback necessitates the request for vacation; there is an approximate 9.5 foot encroachment into the setback area. The applicant will grant a *Right-of-Way Easement* to the County over the area to be vacated, thereby not disturbing the public's use of the right-of-way. An executed easement and *Affidavit of Ownership and Encumbrances* have been received from the applicant (copy attached), and will be subsequently submitted to the Board for its acceptance and approval to record.
- Reviewing agencies and departments have no objection to the vacation request.
- All expenses associated with the subject vacation application will be borne by the Applicant.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" (if "NO," proceed to #1 below; if "YES," proceed to # 2 below) NO

1) IF "NO" TO ABOVE,  
A) PLEASE EXPLAIN BELOW (also see Section 1B regarding contract, agreement, lease, etc.): **APPROVED IN OPEN SESSION**  
Procedure previously approved by the County Attorney's Office.

B) IF CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE: *SEP 18 2001* N/A

2) IF "YES" TO ABOVE,  
A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PART? **BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA**

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN.  
A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER MUST BE ATTACHED (if comments were verbal, so indicate).

<b>ATTACHMENTS: (Listed in order as attached)</b>	<b>INSTRUCTIONS TO BOARD RECORDS:</b>
1) Resolution R-01-149-V 2) Right of Way Easement documents 3) Vacation Application w/attachments 4) Affidavit of Public Notification 5) Proof of Publication 6) Location Map	Return certified copies of resolution and attachments to Bob Smith, Land Acquisition, for recording purposes. <i>CC: CAD</i>
<b>COST</b> No cost to Manatee County <b>APPROVED IN OPEN SESSION</b>	<b>SOURCE (ACCT# &amp; NAME)</b> N/A
<b>COMMENTS</b> N/A	<b>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)</b> N/A

*SEP 18 2001*

**BC20010515DOC087**  
918

**BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA**

This instrument prepared by:  
Jim Staples, Manager, Land Acquisition  
Transportation Department  
P.O. Box 1000  
Bradenton, Florida 34206

COPY

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

RIGHT-OF-WAY EASEMENT

**THIS INDENTURE**, made this 31<sup>st</sup> day of JULY, 2001, between **Bobbie R. Haggard and Diane L. Haggard, Husband and Wife**, whose mailing address is: **3703 16<sup>th</sup> Avenue East, Palmetto, FL 34221**, party of the first part, and **COUNTY OF MANATEE**, a Political Subdivision of the State of Florida, whose principal office is at 1112 Manatee Avenue West, Post Office Box 1000, Bradenton, Florida 34206, party of the second part,

WITNESSETH

That said party of the first part, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto party of the second part, **a right-of-way easement for road way purposes, pedestrian sidewalks, street lighting, underground and overhead utilities, and surface and underground drainage** across the following described property situate in the County of Manatee, State of Florida, more particularly described as follows:

See legal description identified as Exhibit "A" attached hereto.

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

**IN WITNESS WHEREOF**, the said first party has signed and sealed these presents the day and year first above written.

Signed and delivered in the presence of:

James M. Wallace  
Witness  
JAMES M. WALLACE  
Printed Name

Bobbie R. Haggard  
Signature  
Bobbie R. Haggard

Suzan W. Northcott  
Witness  
Suzan W. Northcott  
Printed Name

James M. Wallace  
Witness  
JAMES M. WALLACE  
Printed Name  
Suzan W. Northcott  
Witness  
Suzan W. Northcott  
Printed Name

Diane L. Haggard  
Signature  
Diane L. Haggard

(Signature of two witnesses required by law)

STATE OF FLORIDA  
COUNTY OF MANATEE

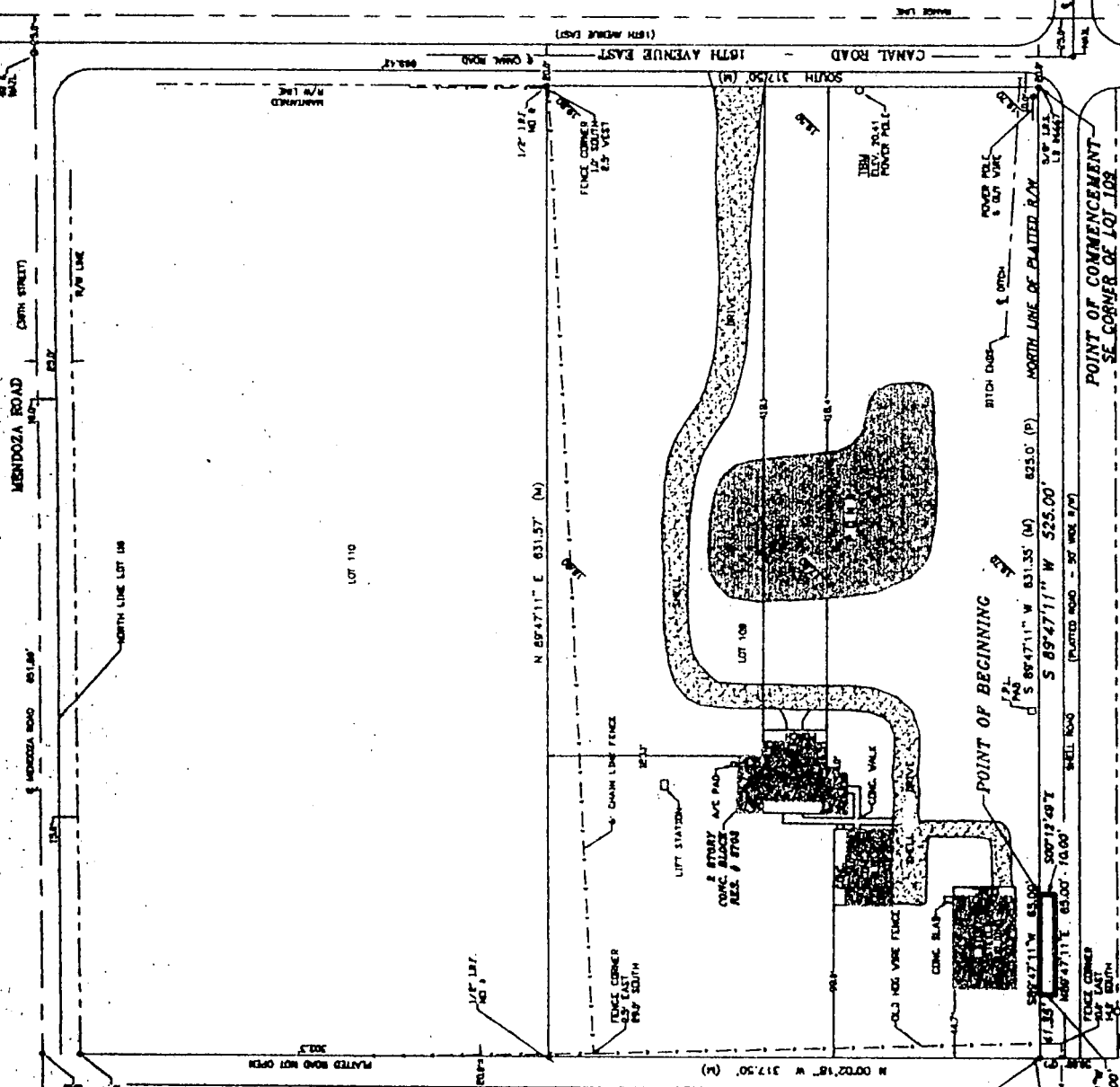
The foregoing instrument was acknowledged before me this 31 day of July, 2001, by **Bobbie R. Haggard and Diane L. Haggard**, who are personally known to me or who has/have produced \_\_\_\_\_ as identification.

James M. Wallace  
NOTARY PUBLIC Signature  
James M. Wallace  
MY COMMISSION # CC92432 EXPIRES  
AUGUST 24, 2004  
BONDED THROUGH TRISTAR INSURANCE, INC.  
Printed Name



EXHIBIT "A"

COPY



DESCRIPTION: (AS PREPARED)

COMMENCE AT THE SOUTHEAST CORNER OF LOT 109, PALMETTO GROVE AND GARDEN SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°47'11" W ALONG THE NORTH LINE OF A 50.00 WIDE PLATTED ROAD RIGHT OF WAY A DISTANCE OF 525.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°47'11" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 65.00 FEET TO A POINT LYING 41.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 109; THENCE S00°12'49" E A DISTANCE OF 10.00 FEET; THENCE N89°47'11" E PARALLEL TO THE NORTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 65.00 FEET; THENCE N00°12'49" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 650' SQUARE FEET.

SKETCH OF DESCRIPTION FOR A EASEMENT DESCRIPTION LYING SOUTH OF LOT 109 PALMETTO GROVE AND GARDEN SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA LYING AND BEING IN SECTION 1, TOWNSHIP 34 SOUTH, RANGE 17 EAST

- LEGEND: 1. SHOWN ARE THE BOUNDARIES OF THE PLATTED ROAD RIGHT OF WAY... 2. SHOWN ARE THE BOUNDARIES OF THE PLATTED ROAD RIGHT OF WAY... 3. SHOWN ARE THE BOUNDARIES OF THE PLATTED ROAD RIGHT OF WAY...

NOTES: BEARINGS ARE BASED ON THE CENTERLINE OF CANAL ROAD BEING ASSUMED SOUTH. PROPERTY LIES WITHIN FLOOD ZONE "C" PER F.L.R.M. PARCEL NO. 120153 0191 B, DATED: MARCH 15, 1984. (SUBJECT TO VERIFICATION) ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929. PROPERTY ADDRESS: 3703 18TH AVENUE EAST, PALMETTO, FLORIDA.

CERTIFICATION OF SURVEYOR BY: [Signature] DATE OF CERTIFICATION: 7/24/19

CLEMENTS SURVEYING, INC. 600 5TH AVENUE WEST PALMETTO, FLORIDA 34281 LB #6887 (841) 789-8880 FAX (841) 789-7680 SCALE: 1" = 50' JOB NO. 20-00025M DRAWN BY: KDH DATE: 7-24-01 APPROVED BY: JC DATE OF FIELD SURVEY: P.B. PG.

THIS SURVEY IS NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

COPY

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

**AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

STATE OF FLORIDA  
COUNTY OF MANATEE

**BEFORE ME**, the undersigned authority, this day personally appeared **Bobbie R. Haggard and Diane L. Haggard, Husband and Wife**, whose mailing address is **3703 16<sup>th</sup> Avenue East, Palmetto, FL 34221**, who being first duly sworn, depose/s and say/s:

1. That the undersigned, hereinafter called the Grantor, is the owner of and has full authority to sell or encumber the following described property, (hereinafter "Property").

*5/29/04*  
**Lot 9, Palmetto Grove and Garden Company, a subdivision recorded in Plat Book 1, Page 317, of the public records of Manatee County, Florida.**

2. That the Owner plans to convey the Property to the **COUNTY OF MANATEE** whose principal office is at 1112 Manatee Avenue West, Post Office Box 1000, Bradenton, Florida 34206 (hereinafter "Grantee").

3. To the best of my knowledge the only mortgages, liens, encumbrances, including but not limited to any leasehold interest or potential claims against the Property are:

- **Mortgage to Colonial Bank recorded in O.R. Book 1630, Page 5512, of the public records of Manatee County, Florida.**
- **Any lien or claim of lien for services, labor or materials which may take priority over the estate by reason of that certain Notice of Commencement recorded April 7, 2000, in O.R. Book 1630, Page 5537, of the public records of Manatee County, Florida.**
- **Easement in favor of Florida Power & Light Company recorded in O.R. Book 1630, Page 7423, of the public records of Manatee County, Florida.**

4. That there has been no labor, material, or service furnished for improvement of the Property, which remains unpaid, except as set forth in paragraph 3 of this affidavit.

5. That there are no claims, demands, liens or judgments outstanding against the above described property and the Grantor is not indebted to anyone for any such Property, except as set forth in paragraph 3 of this affidavit.

6. That the Grantor makes this affidavit for the purpose of assisting the Grantee in the acquisition of the above described property.

*Bobbie R. Haggard*  
\_\_\_\_\_  
Grantor  
**Bobbie R. Haggard**

*Diane L. Haggard*  
\_\_\_\_\_  
Grantor  
**Diane L. Haggard**

**SWORN** to and subscribed before me this 31 day of JULY, 2004, by BOBBIE R. HAGGARD and DIANE L. HAGGARD, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

*James M. Wallace*  
\_\_\_\_\_  
NOTARY PUBLIC Signature  
**JAMES M. WALLACE**  
Printed Name  
James M. Wallace  
MY COMMISSION # CC752452 EXPIRES August 24, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

**APPLICATION FOR THE VACATION OF CERTAIN  
STREETS, ROADS OR OTHER APPROPRIATE PROPERTY**

**TO THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:**

Bobbie R. Haggard and Diane L. Haggard, Husband and Wife

(ENTER THE NAMES OF ALL PARTICIPANTS IN THE APPLICATION)

hereinafter referred to as the Applicant, respectfully submits the following:

1. The Applicant declares that it is the owner, in fee simple, of the record title to the real property located in Manatee County, Florida, described below (if space is not sufficient, attach description and label as **EXHIBIT "A"**).

SEE EXHIBIT "A"

2. The Applicant hereby applies for the vacation of that certain property, or portion thereof, comprising a street, road or other appropriate property, located in an unincorporated area of Manatee County, Florida, described below (if space is not sufficient, attach description and label as **EXHIBIT "B"**).

SEE EXHIBIT "B"

3. To insure or guarantee title to the real property described in **Section 1** hereof is vested in the name(s) of the Applicant, the following is provided (check all that apply):

- Title Opinion or Opinion of Title* prepared by an attorney duly authorized to practice law in the State of Florida;
- Ownership and Encumbrances Certificate* prepared by an abstract company; or,
- Title Insurance Policy or Title Guarantee* issued by a title insurance company or other organization duly authorized in the State of Florida to insure or guarantee title to real property.

The document provided is dated within six (6) months of the date of this application and made a part hereof as **EXHIBIT "C."**

4. Maps accurately denoting all the real property identified in **Sections 1 and 2** hereof are provided as a part of this application and have been obtained or derived from (check all that apply):

- A land surveyor or professional engineer duly licensed in the State of Florida;
- A subdivision plat, or portion thereof, as recorded in a plat book among the public records of Manatee County, Florida; or,
- Other appropriate source \_\_\_\_\_.

The maps, unless otherwise made a part of **EXHIBITS "A"** and **"B,"** are attached hereto and labeled as **EXHIBIT "D."**

5.	The Applicant declares that the real property described in <b>Section 1</b> hereof is not subject to any delinquent or unpaid ad valorem taxes, special assessments or other improvement liens. A proof of payment for each parcel in the parent tract is attached.																																								
6.	The Applicant affirms that no portion of the property described in <b>Section 2</b> hereof constitutes or was acquired for a state or federal highway, nor will the vacation thereof deprive any person, firm, corporation or other entity of the right of ingress and egress to the real property thereof.																																								
7.	The Applicant hereby specifically consents to the County of Manatee and the reviewing departments and agencies, including all officers, employees and agents thereof, who may physically examine the real property described in <b>Sections 1 and 2</b> hereof and/or public records associated with said real property to make inquiries concerning the validity and sufficiency of the exhibits attached hereto and obtain such other information as may be necessary to assist the Board of County Commissioners of Manatee County, Florida, in considering and acting upon this application.																																								
8.	<p>The Applicant hereby understands this application will be furnished to each of the following identified reviewing departments and agencies:</p> <table border="0"> <tr> <td colspan="2"><b><u>MANATEE COUNTY GOVERNMENT:</u></b></td> </tr> <tr> <td><b>Transportation Department:</b></td> <td><b>Building Department</b></td> </tr> <tr> <td>Administration</td> <td>Environmental Management</td> </tr> <tr> <td>Storm Water Division</td> <td>Public Safety</td> </tr> <tr> <td>Engineering Division</td> <td><b><u>MANATEE COUNTY SERVICES:</u></b></td> </tr> <tr> <td>Surveying Division</td> <td>Sheriff's Department</td> </tr> <tr> <td>Highway Maintenance</td> <td>Fire and Rescue District</td> </tr> <tr> <td>Drainage Section</td> <td><b><u>OTHER JURISDICTIONS:</u></b></td> </tr> <tr> <td>Land Acquisition Division</td> <td>Electric Services:</td> </tr> <tr> <td><b>Utility Operations Department:</b></td> <td>Florida Power &amp; Light Company</td> </tr> <tr> <td>Water Division</td> <td>Peace River Electric Cooperative</td> </tr> <tr> <td>Wastewater Division</td> <td>Telephone Services:</td> </tr> <tr> <td><b>Planning Department:</b></td> <td>Verizon Florida Inc.</td> </tr> <tr> <td>Plans Implementation</td> <td>Cablevision Services:</td> </tr> <tr> <td>Growth Management</td> <td>Time Warner Communications</td> </tr> <tr> <td><b>Property Management Department:</b></td> <td>Comcast Cable Television</td> </tr> <tr> <td>Administration</td> <td>U.S. Cable of Florida, Inc.</td> </tr> <tr> <td>Utility Engineering Division</td> <td><b>Natural Gas Services:</b></td> </tr> <tr> <td><b>Other Departments:</b></td> <td>TECO Peoples Gas System, Inc.</td> </tr> <tr> <td>Parks &amp; Recreation</td> <td>Florida Gas Transmission</td> </tr> </table>	<b><u>MANATEE COUNTY GOVERNMENT:</u></b>		<b>Transportation Department:</b>	<b>Building Department</b>	Administration	Environmental Management	Storm Water Division	Public Safety	Engineering Division	<b><u>MANATEE COUNTY SERVICES:</u></b>	Surveying Division	Sheriff's Department	Highway Maintenance	Fire and Rescue District	Drainage Section	<b><u>OTHER JURISDICTIONS:</u></b>	Land Acquisition Division	Electric Services:	<b>Utility Operations Department:</b>	Florida Power & Light Company	Water Division	Peace River Electric Cooperative	Wastewater Division	Telephone Services:	<b>Planning Department:</b>	Verizon Florida Inc.	Plans Implementation	Cablevision Services:	Growth Management	Time Warner Communications	<b>Property Management Department:</b>	Comcast Cable Television	Administration	U.S. Cable of Florida, Inc.	Utility Engineering Division	<b>Natural Gas Services:</b>	<b>Other Departments:</b>	TECO Peoples Gas System, Inc.	Parks & Recreation	Florida Gas Transmission
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9.	Pursuant to Section 911.7, Land Development Code, Manatee County, Florida, the Applicant hereby understands that the County, the Board, the reviewing agencies and all of the officers, employees and agents thereof shall not assume any responsibility or liability for any matters and things to be done or completed by the Applicant, pursuant to the provisions required herein. It is recognized that the vacation procedure may affect substantial interest in real property and other proprietary rights; and the Applicant shall assume full and complete responsibility for compliance with the requirements of law and these procedures in connection with or arising out of any vacation proceedings instituted by the Applicant.																																								

**WHEREFORE THE PREMISES CONSIDERED,** the Applicant respectively applies for:

- I. The adoption of a Resolution by said Board of County Commissioners declaring that a public hearing will be held before said Board of County Commissioners in the Commissioners' Chambers situated on the 1st Floor of the Manatee County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, to consider the advisability of granting this application and specifically setting forth the date and time thereof.
- II. The adoption of a Resolution by said Board of County Commissioners subsequent to or at the conclusion of said public hearing granting this application or some portion thereof, vacating, abandoning, discontinuing, closing, renouncing or disclaiming, as the case may be, the real property described in **Section 2** hereof and the interest of the County and the public therein; or for such other general relief as said Board of County Commissioners may deem appropriate.

STATE OF FLORIDA  
COUNTY OF MANATEE

The undersigned Applicant or attorney at law for the Applicant, having been first duly sworn, deposes and says that said officer or attorney at law has read the foregoing application and the exhibits attached thereof and knows the contents thereof, and that the matters and things set forth therein are true and correct.

By executing this application, the undersigned Applicant or attorney at law acknowledges that he/she is familiar with the Rules of Procedure which apply to the boards or commissions which will act on the application and that he/she has read and understands such Rules of Procedures.

WITNESSES:

✓ Linda K. Johnson  
LINDA K. JOHNSON  
(PRINTED NAME)  
Gail M. Calandra  
Gail M. Calandra  
(PRINTED NAME)

WITNESSES:

✓ Linda K. Johnson  
LINDA K. JOHNSON  
(PRINTED NAME)  
Gail M. Calandra  
Gail M. Calandra  
(PRINTED NAME)

WITNESSES:

\_\_\_\_\_  
(PRINTED NAME)  
\_\_\_\_\_  
(PRINTED NAME)  
\_\_\_\_\_

APPLICANT: Bobbie R. Haggard  
BOBBIE R. HAGGARD  
(PRINTED NAME)  
3703 16th Av E  
(MAILING ADDRESS)  
Palmetto, FL 34221  
(CITY, STATE, ZIP)  
(941) 722-3224  
(DAYTIME PHONE) (FAX)

(E-MAIL ADDRESS)  
SPOUSE: Diane L. Haggard  
(AS APPROPRIATE)  
DIANE L. HAGGARD  
(PRINTED NAME)

\_\_\_\_\_  
(ATTORNEY'S SIGNATURE)  
\_\_\_\_\_  
(PRINTED NAME)  
\_\_\_\_\_  
(NAME OF FIRM)  
\_\_\_\_\_  
(MAILING ADDRESS)  
\_\_\_\_\_  
(CITY, STATE, ZIP)  
\_\_\_\_\_  
(PHONE) (FAX)  
\_\_\_\_\_  
(E-MAIL ADDRESS)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July 20 01,  
by BOBBIE R. HAGGARD and DIANE L. HAGGARD,  
who is/are personally know to me or who has produced drivers licenses as identification.

Linda K. Johnson  
NOTARY PUBLIC  
LINDA K. JOHNSON  
(PRINTED NAME OF NOTARY PUBLIC)

My commission expires:



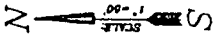
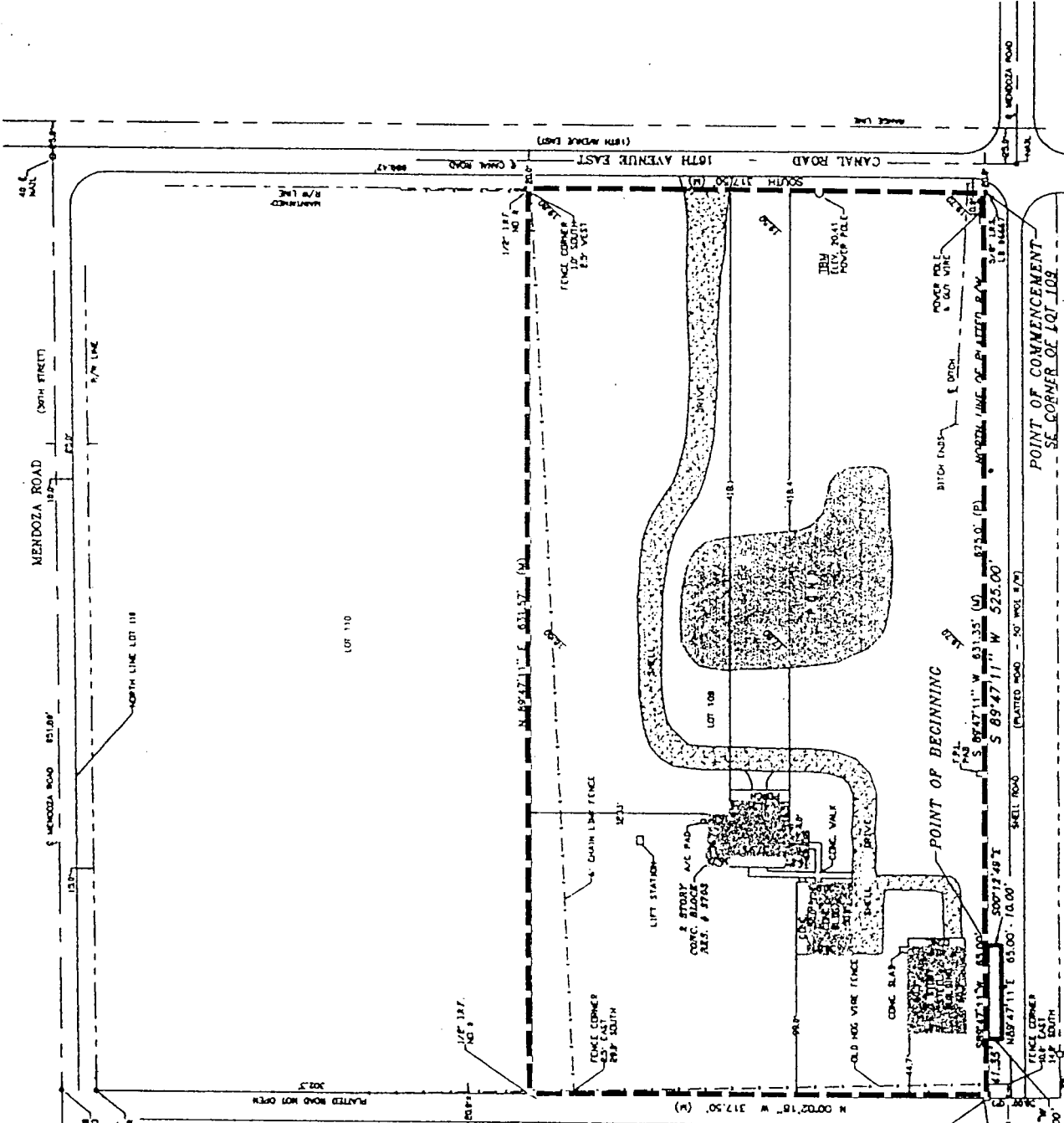


EXHIBIT "A"



DESCRIPTION: (AS PREPARED)

COMMENCE AT THE SOUTHEAST CORNER OF LOT 109, PALMETTO GROVE AND GARDEN SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°47'11" W ALONG THE NORTH LINE OF A 50.00 WIDE PLATTED ROAD RIGHT OF WAY A DISTANCE OF 525.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°47'11" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 65.00 FEET TO A POINT LYING 41.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 109; THENCE S00°12'49" E A DISTANCE OF 10.00 FEET; THENCE N88°47'11" E PARALLEL TO THE NORTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 65.00 FEET; THENCE N00°12'49" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 650 SQUARE FEET.

SKETCH OF DESCRIPTION FOR AN EASEMENT DESCRIPTION LYING SOUTH OF LOT 109 PALMETTO GROVE AND GARDEN SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA LIVING AND BEING IN SECTION 1, TOWNSHIP 34 SOUTH, RANGE 17 EAST

- LEGEND
- 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
  - 2. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE NOTED.
  - 3. ALL DISTANCES ARE ALONG THE CENTERLINE OF CANALS UNLESS OTHERWISE NOTED.
  - 4. ALL DISTANCES ARE ALONG THE CENTERLINE OF ROADS UNLESS OTHERWISE NOTED.
  - 5. ALL DISTANCES ARE ALONG THE CENTERLINE OF DRIVEWAYS UNLESS OTHERWISE NOTED.
  - 6. ALL DISTANCES ARE ALONG THE CENTERLINE OF FENCES UNLESS OTHERWISE NOTED.
  - 7. ALL DISTANCES ARE ALONG THE CENTERLINE OF BOUNDARIES UNLESS OTHERWISE NOTED.
  - 8. ALL DISTANCES ARE ALONG THE CENTERLINE OF LINES UNLESS OTHERWISE NOTED.
  - 9. ALL DISTANCES ARE ALONG THE CENTERLINE OF CURVES UNLESS OTHERWISE NOTED.
  - 10. ALL DISTANCES ARE ALONG THE CENTERLINE OF SPACES UNLESS OTHERWISE NOTED.
  - 11. ALL DISTANCES ARE ALONG THE CENTERLINE OF POINTS UNLESS OTHERWISE NOTED.
  - 12. ALL DISTANCES ARE ALONG THE CENTERLINE OF AREAS UNLESS OTHERWISE NOTED.
  - 13. ALL DISTANCES ARE ALONG THE CENTERLINE OF VOLUMES UNLESS OTHERWISE NOTED.
  - 14. ALL DISTANCES ARE ALONG THE CENTERLINE OF SURFACES UNLESS OTHERWISE NOTED.
  - 15. ALL DISTANCES ARE ALONG THE CENTERLINE OF PLACES UNLESS OTHERWISE NOTED.
  - 16. ALL DISTANCES ARE ALONG THE CENTERLINE OF STATES UNLESS OTHERWISE NOTED.
  - 17. ALL DISTANCES ARE ALONG THE CENTERLINE OF COUNTRIES UNLESS OTHERWISE NOTED.
  - 18. ALL DISTANCES ARE ALONG THE CENTERLINE OF WORLDS UNLESS OTHERWISE NOTED.

NOTES: BEARINGS ARE BASED ON THE CENTERLINE OF CANAL ROAD BEING ASSUMED SOUTH. PROPERTY LIES WITHIN FLOOD ZONE "C" PER F.L.R.M. PANEL NO. 120153 0191 B. DATED: MARCH 15, 1984. (SUBJECT TO VERIFICATION) ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929. PROPERTY ADDRESS: 3703 18TH AVENUE EAST, PALMETTO, FLORIDA.

CERTIFICATION OF SURVEYOR

BY: *James L. Clements*  
 JAMES L. CLEMENTS, P.S.M. 2031

DATE OF CERTIFICATION: 7/25/91

CLEMENTS SURVEYING, INC.

609 5TH AVENUE WEST  
 PALMETTO, FLORIDA 34222  
 (941) 759-6000 FAX (941) 759-7600

SCALE: 1" = 50'

DRAWN BY: KDH DATE: 7-24-91

APPROVED BY: JC

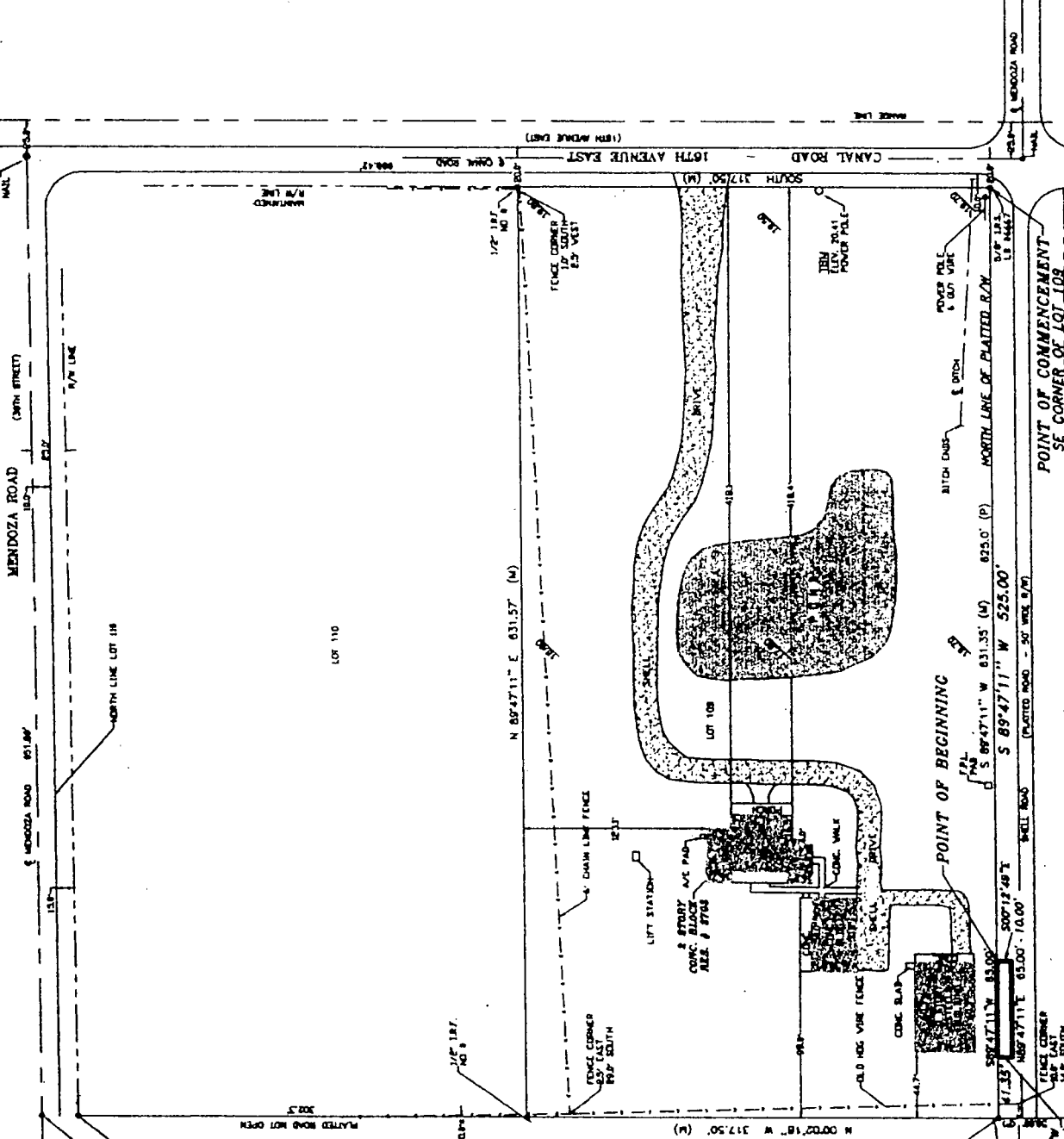
P.B. \_\_\_\_\_ PG. \_\_\_\_\_

THIS SURVEY IS NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL





# EXHIBIT "B"



**DESCRIPTION: (AS PREPARED)**

COMMENCE AT THE SOUTHEAST CORNER OF LOT 109, PALMETTO GROVE AND GARDEN SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°47'11\"/>

**SKETCH OF DESCRIPTION**

FOR AN EASEMENT DESCRIPTION LYING SOUTH OF LOT 109 PALMETTO GROVE AND GARDEN SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA LYING AND BEING IN SECTION 1, TOWNSHIP 34 SOUTH, RANGE 17 EAST

- 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL BEARINGS ARE BASED ON THE CENTERLINE OF CANAL ROAD BEING ASSUMED SOUTH.
- 3. PROPERTY LIES WITHIN FLOOD ZONE "C" PER F.L.R.M. PANEL NO. 120153 0191 B, DATED: MARCH 15, 1984, (SUBJECT TO VERIFICATION)
- 4. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929
- 5. PROPERTY ADDRESS: 3703 16TH AVENUE EAST, PALMETTO, FLORIDA.

**CLEMENTS SURVEYING, INC.**  
 500 9TH AVENUE WEST  
 PALMETTO, FLORIDA 34220  
 (841) 769-8880 FAX (841) 769-7080

SCALE: 1" = 50'  
 DRAWN BY: KDH  
 DATE: 7-24-01  
 APPROVED BY: JC

CERTIFICATION OF SURVEYOR  
 BY: *James L. Clements*  
 JAMES L. CLEMENTS, P.S.M., T.S.M.  
 DATE OF CERTIFICATION 7/25/01

THIS SURVEY IS NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

**TITLE SEARCH**

**EXHIBIT "C"**

**Showing Ownership and Encumbrances**

**Fund File Number:** 15-01-1251

**Provided For:** James M. Wallace

**Effective Dates:**     **From** October 1, 1953 *at* 8:00 A.M.

**To**     April 20, 2001 *at* 11:00 P.M.

*This title search commences from the date of the last outstanding institutional first mortgage on the property. If there is no outstanding mortgage, the search commences with the date record title vested in the current record owner.*

**Description of Real Property Situated in Manatee County, Florida.**

See Legal Descriptions as set forth in Exhibit A attached hereto.

**Apparent Title Vested in:** See Attached

*by* See Attached

**Recorded in:** See Attached.

*This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.*

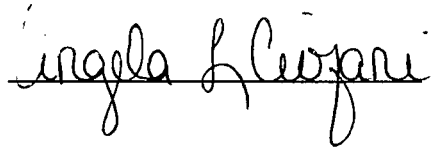
*Ad Valorem tax information is not provided.*

**Signed this** 17th day of May, 2001.

**Attorneys' Title Insurance Fund, Inc.**

**Prepared by:** Angela Ciofani  
**Typist:** Juliet M. Shepard

**Authorized Signature:**



# TITLE SEARCH

## Showing Ownership and Encumbrances

*Fund File Number:* 15-01-1251

### ENCUMBRANCES

See Attached.

*A 20-year name search has been performed on parties acquiring an interest within the time period covered by this search.*

*This Title Search is prepared and furnished for information only. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation. Maximum liability for incorrect information is \$1000 under Sec. 627.7843, F.S.*

**Owners and Encumbrances:**

As to Lot 109

Owner: Bobbie R. Haggard and Diane L. Haggard

By: Warranty Deed

Recorded in : O.R. Book 1622, Page 2248

Encumbrances:

1. Mortgage to Colonial Bank, mortgagee(s), recorded under O.R. Book 1630, Page 5512, Public Records of Manatee County, Florida.
2. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded April 7, 2000, under O.R. Book 1630, Page 5537, of the Public Records of Manatee County, Florida.
3. Easement in favor of Florida Power & Light Company recorded in O.R. Book 1630, Page 7423, Public Records of Manatee County, Florida.



**Ken Burton Jr.**

Home Page | [Personal Property Search](#) | [Real Property Search](#)  
**[Real Property Tax History Search](#)**

Return maximum results:

Tax Year:

Parcel Id:

Address:

Owner:   
Last, First

**1 Record Returned** Records reflect payments received thru Friday, May 18, 2001.

**\*\*** Records reflect payments received by Friday, May 18, 2001, with the exception of those accounts that have been cut-out (subdivided), combined or corrected through an E&I. Accounts placed into bankruptcy after November 1st do not reflect the bankruptcy status.

**Property #** 2314700002  
**Owner Name** HAGGARD, BOBBIE R  
**Address** 3703 16TH AVE E

Name	History	Status	Receipt #	Date / Paid
HAGGARD, BOBBIE R	<u>2000</u>	PAID	A04232001P004163	04/23/2001
FUHRMAN, CATHRYN A	<u>1999</u> **	PAID	1519991227008560	12/27/1999
FUHRMAN, CATHRYN A	<u>1998</u>	PAID	1519990323010187	03/23/1999
FUHRMAN, CATHRYN A	<u>1997</u>	PAID	1097111003012060	11/10/1997
GRIMES GROVES INC	<u>1996</u>	PAID	1519970321006741	03/21/1997
GRIMES GROVES INC	<u>1995</u>	PAID	0719960329700538	03/29/1996
GRIMES GROVES INC	<u>1994</u>	PAID	0419950126401684	01/26/1995

This Instrument Prepared by and Return to:  
**TRACY L. JUDY**  
MELHUSH HOY TITLE SERVICES, INC.  
3080 NINTH AVENUE WEST  
BRADENTON, FL 34205  
941-706-3911

BK 1622 PG 2248 DOC STAMPS \$350.00 DKT # 1320349  
FILED AND RECORDED 1/20/00 11:51:19 AM 1 of 1  
P.B. MORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

Property Appraiser's Parcel Identification (P.I.) # 23147.0000/2  
Grantees SS #s:

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED**, made the 14th day of **January, A.D. 2000** by **CATHRYN A. FUHRMAN** herein called the grantor, to **BOBBIE R. HAGGARD and DIANE L. HAGGARD, HUSBAND AND WIFE** whose post office address is **5112 3RD AVENUE DRIVE NORTHWEST, BRADENTON, FL 34208**, hereinafter called the Grantees: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **MANATEE County, State of Florida, viz:**

**LOT 109, PALMETTO GROVE AND GARDEN CO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 317, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.**

**Subject to easements, restrictions and reservations of record and to taxes for the year 1999 and thereafter.**

**GRANTOR HEREIN COVENANT THAT THE PROPERTY DESCRIBED HEREIN DOES NOT CONSTITUTE THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR AND THAT SHE RESIDES ELSEWHERE AT THE ADDRESS SET FORTH HEREIN.**

**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the grantor hereby covenants with said grantees that the grantor is/are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1999.

**IN WITNESS WHEREOF**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(as to all Grantors)

[Signature]  
Witness Signature

Cathryn A Fuhrman L.S.  
CATHRYN A. FUHRMAN

AVRAM H SUSSMAN  
Witness Printed Name

[Signature]  
Witness Signature

\_\_\_\_\_ L.S.

H. WALDMAN  
Witness Printed Name

Sellers' mailing address:  
112 S Bend Drive  
Ponte Vedra Bch, FL 32082

STATE OF ONTARIO  
COUNTY OF CANADA

The foregoing instrument was acknowledged before me this 14 day of JANUARY 2000 by CATHRYN A. FUHRMAN who is/are personally known to me or has produced US PASSPORT # 10487207 as identification.

[Signature]  
Notary Signature

Printed Notary: **HOWARD WALDMAN, LL.B.**  
BARRISTER AND SOLICITOR  
7836 YONGE STREET  
THORNHILL, ONTARIO  
L4J 1V9



HAGG, 8&012BS

BK 1630 PG 5512 DOC STAMPS \$525.00 INT TAX \$300.00 DKT # 1345269 1 of 13

Please Return to:  
JAMES WALLACE, ATTY  
420 OLD MAIN STREET  
BRADENTON, FLORIDA 34205

Prepared by: Dennis P. Schwartz, 121 South Tennessee Street, McKinney, Texas 75069

(Specr Above This Line For Recording Data)

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 7, 2000 . The mortgagor is  
BOBBIE R. HAGGARD AND DIANE L. HAGGARD, HUSBAND AND WIFE

3703 16TH AVENUE EAST , PALMETTO, FL 34221 ,whose address is

("Borrower"). This Security Instrument is given to  
COLONIAL BANK

which is organized and existing under the laws of the State of Alabama , and whose  
address is 32 Commerce Street, Montgomery, Alabama 36104-3509

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FIFTY THOUSAND AND NO/100 .....  
Dollars (U.S. \$150,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2030  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
described property located in MANATEE County, Florida:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

which has the address of 3703 16TH AVENUE EAST, PALMETTO [Street, City],  
Florida 34221 [Zip Code] ("Property Address");

FLORIDA-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3010 9/90  
Amended 6/91  
VMP MORTGAGE FORMS - 18001821-7281

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the

*[Handwritten signature]*  
*[Handwritten initials]*



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BR 1030 PG 0014 3 of 13

enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: *dlh*  
*dlh*

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8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

*[Handwritten signature]*

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BK 1630 PG 5516 5 of 13

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Initials: *[Handwritten Signature]*  
*[Handwritten Signature]*

HAGG, B&D1285

BK 1630 PG 5517 6 of 13

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify) \*
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

\* FIXED/ADJUSTABLE RATE RIDER CONSTRUCTION MODIFICATION RIDER TO NOTE & SECURITY AGREEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of:

Gail M. Calandra (Seal) Bobbie R. Haggard (Seal)  
 GAIL M. CALANDRA BOBBIE R. HAGGARD -Borrower

James N. Wallace (Seal) Diane L. Haggard (Seal)  
 JAMES N. WALLACE DIANE L. HAGGARD -Borrower

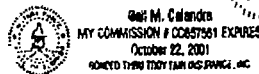
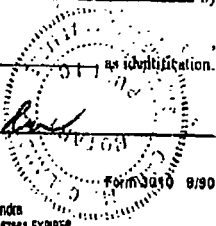
\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

STATE OF FLORIDA, MANATEE County ss:

The foregoing instrument was acknowledged before me this April 7, 2000 by BOBBIE R. HAGGARD and DIANE L. HAGGARD

who is personally known to me or who has produced driver's licenses as identification.

Gail M. Calandra  
Notary Public



BK 1630 PG 331A 7 of 13

**EXHIBIT 'A'**

Lot 109, PALMETTO GROVE AND GARDEN COMPANY, according to the map or plat thereof as recorded in Plat Book 1, Page 317, Public Records of Manatee County, Florida.

Handwritten signature or initials in the bottom right corner of the page.

HAGG, B&D1?BS

BY 1/30 OF 2000  
OR 10/30 TO 3/31 OF 13

**FIXED/ADJUSTABLE RATE RIDER**  
(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 7th day of APRIL, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COLONIAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3703 16TH AVENUE EAST, PALMETTO, FLORIDA 34221

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 7.7500%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of MAY, 2005, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family - Fannie Mae Uniform Instrument

843U (9706)  
Form 3182 6/94

VMP MORTGAGE FORMS - (800)521-7291  
Page 1 of 4

Initials: 

HAGG, B&D12BS

BN 1630 PG 3320 9 of 13

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND SEVEN-EIGHTHS ..... percentage point(s) ( 2.8750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.7500 % or less than 5.7500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO ..... percentage points ( 2.0000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.7500 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

*dlh*

HAGG, B&D12BS

BK 1630 PG 5521 10 of 13

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

**1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:**

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:**

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.





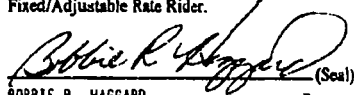
HAGG, B&D.2BS

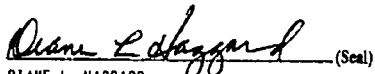
BK 1630 PG 5522 11 of 13

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 (Seal)  
BOBBIE R. HAGGARD -Borrower

 (Seal)  
DIANE L. HAGGARD -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Please Return to:  
JAMES WALLACE, ATTY  
420 OLD MAIN STREET  
BRAGENTON, FLORIDA 34205

HAGG, B&D128S

BK 1630 PG 5523 12 of 13

[Space Above This Line For Recording Data]

**CONSTRUCTION MODIFICATION RIDER TO NOTE AND SECURITY INSTRUMENT**  
 (Fixed Interest Rate During Construction)

This Rider, made this 7th day of APRIL, 2000, is incorporated in and supplements the Adjustable Rate Note or the Fixed/Adjustable Rate Note, whichever applies, ("Note") and the Mortgage, Deed of Trust, or Deed to Secure Debt ("Security Instrument") executed this day by the undersigned borrower ("Borrower"), and incorporated herein by reference, in favor of COLONIAL BANK its successors and assigns, ("Lender") whose address is 32 Commerce Street, Montgomery, Alabama 36104-3509, affecting the real property described in the Security Instrument (the "Property") and located at:

3703 16TH AVENUE EAST, PALMETTO, FLORIDA 34221

MODIFICATIONS: Borrower agrees the Note and Security Instrument are modified and supplemented, as the case may be, as follows:

1. **INTEREST RATE.** The loan evidenced by the Note is for financing the construction of a residence and related improvements on the Property pursuant to a Construction Loan Agreement between the Borrower and the Lender (the "Loan Agreement"). The Loan Agreement is incorporated herein by reference. From the date of this Rider and continuing through the Modification Date (defined below) the Borrower shall pay interest on the amounts advanced pursuant to the Note and the Loan Agreement at the annual fixed rate of SEVEN AND THREE-QUARTERS ----- percent ( 7.7500 %), which interest shall be due from the date of each advance. This interest rate applies until the Modification Date even if the Note prescribes a different interest rate. In lieu of the monthly payments of principal and interest prescribed by the Note, through the Modification Date Borrower shall remit payments consisting of accrued interest only due and payable on the first day of the month following the date of this Rider and on the first day of each calendar month thereafter to and including the Modification Date. Thereafter, the Borrower shall pay to Lender monthly installment payments of principal and interest in accordance with the documents executed by Borrower on the Modification Date.

2. **MORTGAGE MODIFICATION AGREEMENT.** The Borrower agrees that (a) when all funds have been disbursed pursuant to the Loan Agreement, or (b) twelve (12) calendar months from the date of this Rider, whichever first occurs, then Borrower shall so notify Lender, and on the date designated by Lender, Borrower shall execute a modification of the Note and Security Instrument (the "Modification Agreement") to reflect the following changes, among others: (c) a new date for the first payment of principal and interest ("P&I") due under the Note; and (d) a new amount for the monthly payments of P&I to be paid under the Note until the first Change Date (as defined in the Note). The date on which Borrower executes the Modification Agreement is the "Modification Date". Notwithstanding the foregoing, Lender at its option may require the following requirements be satisfied as conditions to modifying the Note and Security Instrument in accordance with this Section:

- A. Borrower is not in default under the Note, the Security Instrument, the Loan Agreement or any other loan document; and,
- B. A Certificate of Occupancy (or the local equivalent) is issued for the completed residence on the Property.

If Borrower is on this day also executing a Rider to Note and Security Instrument (Confirming Construction Permanent Loan Conversion Option) ("Conversion Rider") providing Borrower an option to convert the interest rate provided on the Note to a fixed rate (the "Option") then that conversion Rider is hereby incorporated herein by reference, and, notwithstanding the foregoing, the changes reflected in the Modification Agreement will be those described in the Conversion Rider.

Borrower's failure timely to execute the Modification Agreement shall constitute a material default under the Note and shall cause all sums due under the Note at Lender's option to become immediately due and payable.

3. **FUTURE ADVANCES.** Any additional sums advanced by the Lender to the Borrower at any time within 20 years from the date of the Security Instrument, with interest thereon at the rate agreed on at the time of each additional loan or advance, will be deemed included in the indebtedness secured by the Security Instrument, will be secured by the Security Instrument to the same extent as if such funds were advanced on the date of the Security Instrument, and will be subject to all of the terms and provisions of the Security Instrument, whether or not such additional loan or advance is evidenced by a promissory note of the Borrower. Notwithstanding the foregoing, the aggregate amount of principal indebtedness outstanding at any one time and secured by the Security Instrument shall not exceed an amount equal to three (3) times the original principal amount of the Note.

HAGG, B&D12BS

BY 1670 PG 5526  
FILED AND RECORDED 4/7/00 3:25:41 PM IN 13  
K.B. SHANKS CLERK OF CIRCUIT COURT PALMETTO COUNTY FL.

The provisions of this paragraph apply regardless of whether any such future advance is obligatory or to be made at the option of the Lender, but nothing contained in this paragraph by itself obligates Lender to make any additional loans or advances. Future advances shall be secured by the Security Instrument even if no funds are advanced on the date of the Security Instrument, and even if no indebtedness is outstanding when an advance is made.

4. **CROSS DEFAULT.** The Borrower agrees that a default by the Borrower under the terms of this Rider or the Loan Agreement shall constitute a material default under the Note and the Security Instrument, permitting Lender to invoke any remedies permitted by the Security Instrument, any other loan document, or applicable law.

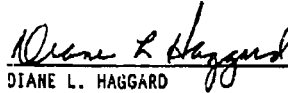
5. **EXPIRATION.** This Rider shall expire on Lender's sale of the loan evidenced by the Note to FNMA, FHLMC, GNMA, or a private investor.

6. **ADVANCES AFTER DEFAULT.** Lender has the right in its discretion to advance such funds as Lender may deem necessary to continue the contemplated construction of the Property after Borrower's default hereunder (or under other loan documents given in connection herewith) or during pending foreclosure or other proceedings. Borrower agrees to pay Lender all sums so advanced, and acknowledges that those sums are secured by the Security Instrument. The Security Instrument secures all sums advanced and expenses incurred by Lender in connection with this loan, including without limitation sums advanced and expenses incurred by Lender in order to protect or preserve the collateral, cure Borrower's defaults, remedy construction defects, or complete construction of improvements.

Except as provided above, all the terms and conditions of the Note and Security Instrument shall remain unchanged. This Rider shall control in the event of conflicts or inconsistencies between the terms hereof and the terms of the Note or the Security Instrument.

Date: April 7, 2000

  
BOBBIE R. HAGGARD

  
DIANE L. HAGGARD

Borrower's Address:  
3703 16TH AVENUE EAST  
PALMETTO, FL 34221

Record and return to:  
JAMES M. WALLACE, ESQ.  
P. O. Box 1889  
Bradenton, FL 34206

HAGG, B&D1285

DV 1/70 DC 5570 17/5070  
OR 1000 10 0001 DK 1 1000/10 1 of 3

COLONIAL BANK

Permit No.: 00030441 house; 00030446 garage  
Tax Folio No.: 23147.0000/2

### NOTICE OF COMMENCEMENT

State of FLORIDA  
County of HANATEE

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

1. DESCRIPTION OF PROPERTY -

3703 16TH AVENUE EAST, PALMETTO, FLORIDA 34221

*(Property Address)*

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

*(Legal Description)*

2. GENERAL DESCRIPTION OF IMPROVEMENTS: Single family dwelling and related improvements.

3. OWNER INFORMATION:

- a. Name: BOBBIE R. HAGGARD AND DIANE L. HAGGARD, HUSBAND AND WIFE
- b. Address: 3703 16TH AVENUE EAST, PALMETTO, FL 34221
- c. Interest in Property: FEE SIMPLE
- d. Name and address of fee simple title holder, if other than Owner: \_\_\_\_\_

4. CONTRACTOR:

- a. Name: OWNER/BUILDER
- b. Address: 3703 16th Avenue East, Palmetto, FL 34221

HAGG, 8&D12ES

BK 1630 PG 5538 2 of 3

5. SURETY:

\_\_\_\_\_

6. LENDER:

COLONIAL BANK

919 West State Road 436

, Altamonte Springs, Florida 32714

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served provided by Section 713.13(1)(a)7, Florida Statutes:

\_\_\_\_\_

8. In addition to himself, Owner designates CONSTRUCTION LENDING

to receive a copy of Lienor's Notice as provided in Section 713.13(1)(h), Florida Statutes.

8. Expiration date of Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified): \_\_\_\_\_

Bobbie R. Haggard  
BOBBIE R. HAGGARD

-Owner

Diane L. Haggard  
DIANE L. HAGGARD

-Owner

\_\_\_\_\_  
-Owner

\_\_\_\_\_  
-Owner

The foregoing instrument was acknowledged before me this 7th day of April, 2000, by BOBBIE R. HAGGARD and DIANE L. HAGGARD

\_\_\_\_\_, who is/are (a)  personally known to me or (b)  has produced driver's licenses identification.

NOTARY PUBLIC

Signature: Gail M. Calandra

Print Name: GAIL M. CALANDRA

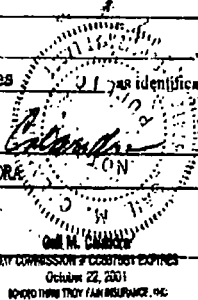
State of Florida at Large

MY COMMISSION EXPIRES

BY COMMISSION # CON00012001

October 22, 2001

BOYD TROTT FARM INSURANCE, INC.



BY 1430 PG 5530  
ON 10/07/00 PG 5530 FILED AND RECORDED 4/7/00 3:35:20 PM 3 of 3  
K.B. SHANE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

**EXHIBIT 'A'**

Lot 109, PALMETTO GROVE AND GARDEN COMPANY, according to the map or plat thereof as recorded in Plat Book 1, Page 317, Public Records of Manatee County, Florida.

Work Order No. 2954-04-527

Sec. 01 , Twp 34 S, Rge 17 E

Parcel I.D. # 23147.0000/2  
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

**EASEMENT**

This Instrument Prepared By

Name: DAVID KNOLL

Co. Name: FPL Co.

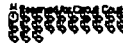
Address: 1851 WHITFIELD AVE

SARASOTA, FL 34243

Page 1 of

BK 1630 PG 7423 DKT # 1346082  
FILED AND RECORDED 4/11/00 9:32:27 AM 1 of 1  
R.D. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:



The east 450 feet of the south 10 feet of the following described property: ~~SECTION 34~~

Lot 109, PALMETTO GROVE AND GARDEN COMPANY, according to the map or plat thereof as recorded in Plat Book 1, Page 317, Public Records Manatee County, Florida, lying and being in SEction 1, Township 34 South, Range 17 East.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 3-30 2000.

Signed, sealed and delivered  
In the presence of:

Warren R. McMann  
(Witness Signature)  
Print Name WARREN R. McMANN  
(Witness)

Elizabeth Ann Block  
(Witness Signature)  
Print Name ELIZABETH ANN BLOCK  
(Witness)

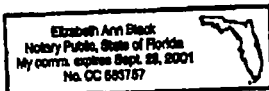
By: Bob Haggard  
(Grantor's Signature)  
Print Name: Bob Haggard  
Print Address: 3703 16th AVE E  
PALMETTO, FL 34221

By: Diane L. Haggard  
(Grantor's Signature)  
Print Name: DIANE L HAGGARD  
Print Address: 3703 16 AVE E  
PALMETTO FL 34221

STATE OF FLORIDA AND COUNTY OF MANATEE. The foregoing instrument was acknowledged before me this 30th day of MARCH, 2000, by BOB HAGGARD and DIANE L. HAGGARD, who is(are) personally known to me or has(have) produced as identification, and who did (did not) take an oath.

My Commission Expires: (Type of Identification)  
SEPTEMBER 28, 2001

Elizabeth Ann Block  
Notary Public, Signature  
Print Name ELIZABETH ANN BLOCK



RESOLUTION R-01-149-V

VACATION OF A PLATTED RIGHT OF WAY

RESOLUTION VACATING CERTAIN STREETS, ROADS OR OTHER APPROPRIATE PROPERTY PURSUANT TO SECTION 177.101, FLORIDA STATUTES

WHEREAS, an Application for the Vacation of Certain Streets, Roads or Other Appropriate Property has been filed before the Board of County Commissioners of Manatee County, Florida, by Bobbie R. Haggard and Diane L. Haggard, Husband and Wife, and

WHEREAS, a Resolution Declaring Notice of Public Hearing on Application for the Vacation of Streets, Roads or Other Appropriate Property in connection therewith was duly adopted by said Board of County Commissioners and notice of the public hearing was duly published in a newspaper of general circulation in Manatee County, Florida, and

WHEREAS, a public hearing by said Board of County Commissioners was duly held considering the advisability of granting said Application, or some portion thereof, and the Board of County Commissioners was fully advised and informed in the premises.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

1. There is hereby vacated, abandoned, discontinued and closed all of that part or portion of the particular street, road or other appropriate property in an unincorporated area of Manatee County, Florida, pursuant to the enabling legislation of Chapter 177.101, Florida Statutes, pertaining to subdivision plats and land boundaries, described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 109, PALMETTO GROVE AND GARDEN COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°47'11"W ALONG THE NORTH LINE OF A 50.00 FOOT WIDE PLATTED RIGHT-OF-WAY A DISTANCE OF 525.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°47'11"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 65.00 FEET TO A POINT LYING 41.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 109; THENCE S00°12'49"E A DISTANCE OF 10.00 FEET; THENCE N89°47'11"E PARALLEL TO THE NORTH LINE OF SAID RIGHT-OF-WAY A DISTANCE OF 65.00 FEET; THENCE N00°12'49"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

AN AREA CONTAINING 650 SQUARE FEET, MORE OR LESS. (See sketch labeled as EXHIBIT "A" attached.)

2. No portion of the above described property constitutes or was acquired for a state or federal highway.

3. Any right of the County of Manatee, Florida, and the public in and to the above described real property is hereby renounced and disclaimed.

4. The above-identified Applicant has given notice of their application to the governing body of the County to vacate said street and plat or part thereof by publishing legal notice in a newspaper of general circulation in the County in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and attached to the petition for vacation the proof of such publication.

DULY ADOPTED, with a quorum present and voting, this the 18th day of September 2001.

BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA

BY: Joe M. Clash Chairman

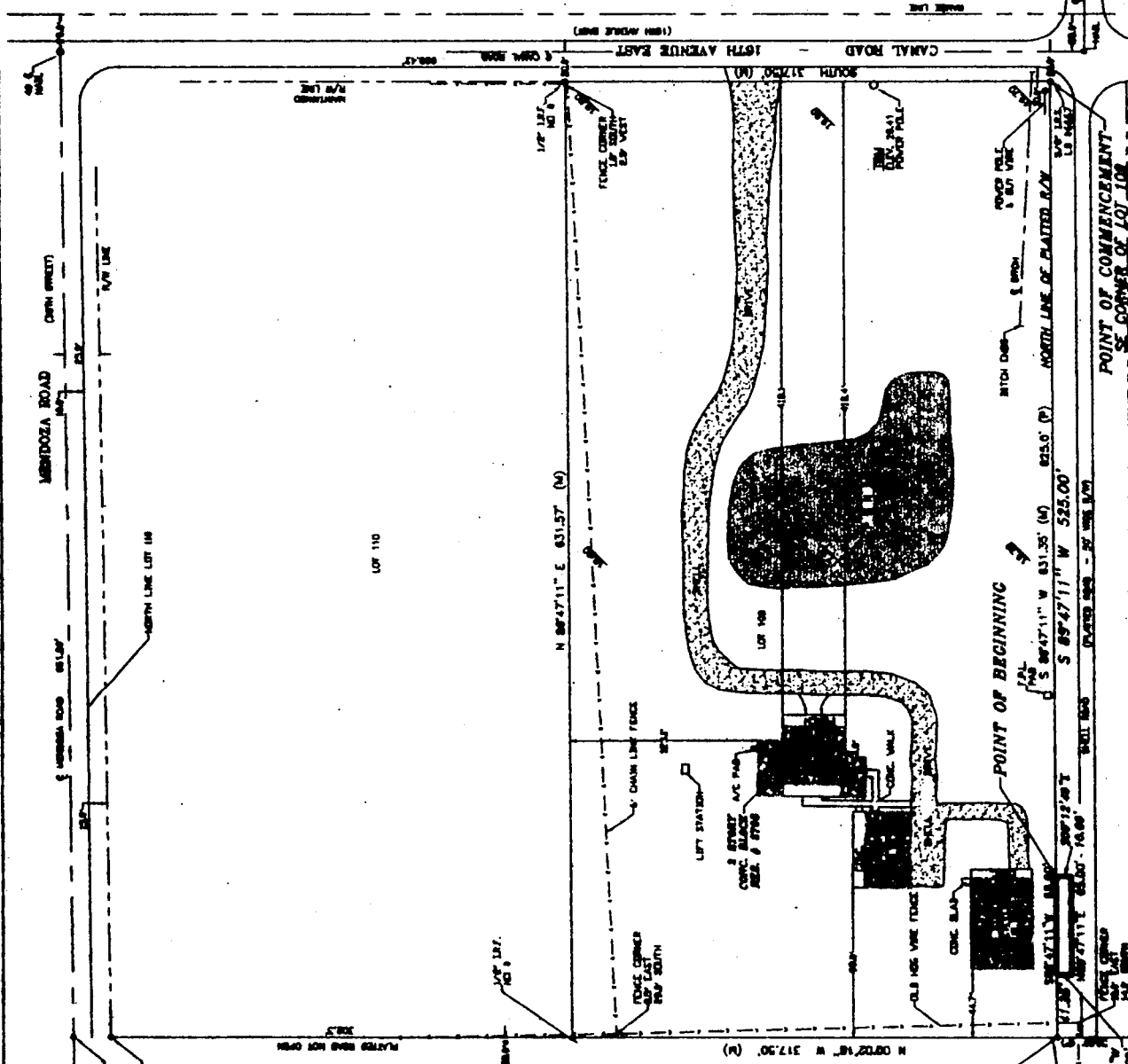
ATTEST R. B. SHORE Clerk of Circuit Court [Signature]







EXHIBIT "A"



DESCRIPTION: (AS PREPARED)

COMMENCE AT THE SOUTHEAST CORNER OF LOT 109, PALMETTO GROVE AND GARDEN SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°47'11" W ALONG THE NORTH LINE OF A 56.00 WIDE PLATTED ROAD RIGHT OF WAY A DISTANCE OF 538.00 FEET FROM A POINT OF BEGINNING; THENCE CONTINUE S89°47'11" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 65.00 FEET TO A POINT LYING 41.36 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 108; THENCE S00°12'48" E A DISTANCE OF 10.00 FEET; THENCE N89°47'11" E PARALLEL TO THE NORTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 86.00 FEET; THENCE N00°12'48" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 650' SQUARE FEET.

SKETCH OF DESCRIPTION FOR A

EASEMENT DESCRIPTION LYING SOUTH OF LOT 108 PALMETTO GROVE AND GARDEN SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 317 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA LYING AND BEING IN SECTION 1, TOWNSHIP 34 SOUTH, RANGE 17 EAST

THESE RECORDS ARE BASED ON THE CENTERLINE OF CANAL ROAD BEING ASSUMED SOUTH. PROPERTY LIES WITHIN FLOOD ZONE 10. PER F.I.R.M. MAP NO. 10183 0181 B, DATED: MARCH 15, 1984. (SUBJECT TO VERIFICATION) ELEVATIONS BASED ON NATIONAL GEODETIC VERTICEN DATUM 1989. PROPERTY ADDRESS: 3103 10TH AVENUE EAST, PALMETTO, FLORIDA.

BY: [Signature] DATE OF CERTIFICATION: 7/24/17

DATE OF FIELD SURVEY: 7-24-17 APPROVED BY: JC

THE SURVEY IS NOT VALID UNLESS DATED WITH A SURVEYOR'S SEAL

CLEMENTS SURVEYING, INC. 13000 W. PALMETTO AVENUE, SUITE 100 PALMETTO, FLORIDA 34650 (841) 788-8888 FAX (841) 788-7888

POINT OF COMMENCEMENT - SE CORNER OF LOT 108

POINT OF BEGINNING

POINT OF COMMENCEMENT - SE CORNER OF LOT 108

VACATION OF PLATTED RIGHT-OF-WAY

AFFIDAVIT ATTESTING TO THE POSTING OF PUBLIC NOTICE SIGNAGE
and
WRITTEN NOTIFICATION TO CONTIGUOUS PROPERTY OWNERS

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned notary public, personally appeared DIANE L. HAGGARD, who after having been first duly sworn and put upon oath, deposes and says:

1. That he/she is the owner (property owner or corporate officer, general partner, attorney in fact or agent for the owner) of the property identified in the application for Official Plat Vacation No. R-01-148-V, Resolution No. R-01-149-V, to be heard by the Board of County Commissions, Manatee County, Florida, on the 18th day of September 2001, and, as such, is authorized to execute and make this Affidavit and is familiar with the matters set forth herein and attests they are true and correct.

2. That the Affiant has caused the required public notice sign be posted pursuant to Manatee County Ordinance No. 90-01, on the property identified in said application and that the sign was conspicuously posted as follows:

FRONT OF LOT 109 PALMETTO GROVE AND GARDEN COMPANY
WITHIN 20 FEET OF CANAL ROAD

Also,

3. That the Affiant has caused the mailing of the required letter of notification to contiguous property owners pursuant to Manatee County Ordinance 90-01, by 1st Class Mail, on the 16th day of August 2001. A list of contiguous property owners, mailing addresses and applicable property identification numbers is attached.

4. That Affiant is aware of and understands that failure to adhere to the provisions of Manatee County Ordinance No. 90-01, as it relates to the above matters, may cause the above identified application and any public hearing held thereon to be ineffective and a nullity.

FURTHER YOUR AFFIANT SAITH NOT.

Signature of Affiant (Handwritten signature of Diane L. Haggard)

SWORN TO AND subscribed before me on this 16 day of August 2001, who is personally known to me or who has/have produced as identification.



Linda K. Johnson
MY COMMISSION # DD010145 EXPIRES
May 16, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Signature of Notary Public (Handwritten signature of Linda K. Johnson)

NOTARY PUBLIC

LINDA K. JOHNSON

Name Typed or Printed

PARID	OWNER	MAILING ADDR1	MAILING ADDR2	MAIL AD3	CITYNAME	ST	ZIP	+4
1	BLOODWORTH, EDITH M	P O BOX 1154			PALMETTO	FL	34220	
2	BLOODWORTH, EDITH M	P O BOX 1154			PALMETTO	FL	34220	
3	BLOODWORTH, G D	1307 37TH ST E	P O BOX 1154		PALMETTO	FL	34201	
4	BLOODWORTH, G D	1307 37TH ST E			PALMETTO	FL	34221	
5	CANNON, H H	15450 GOLF COURSE RD			PARRISH	FL	34219	
6	CUNNINGHAM, REX	1202 39TH ST E			PALMETTO	FL	34221	
7	FENIMORE, LARRY W	3815 16TH AVE E			PALMETTO	FL	34221	2214
8	FENIMORE, LARRY W	3815 16TH AVE E			PALMETTO	FL	34221	2214
9	GRIMES GROVES INC	P O BOX 1550			BRADENTON	FL	34206	
10	GRIMES GROVES INC	BOX 1550			BRADENTON	FL	34206	
11	GRIMES, CALEB J	3612 16TH AVE E			PALMETTO	FL	34221	
12	HAGGARD, BOBBIE R	5112 3RD AVENUE DR NW			BRADENTON	FL	34209	
13	LACEY, GEORGE R	1508 39TH ST E			PALMETTO	FL	34221	
14	LACEY, GEORGE R	1508 39TH ST E			PALMETTO	FL	34221	
15	LACEY, GEORGE R	1508 39TH ST E			PALMETTO	FL	34221	
16	MADRID, DONACIANO	600 4TH ST W			PALMETTO	FL	34221	
17	PRESHA, WALTER L	880 33RD STREET WEST			PALMETTO	FL	34221	
18	SIDDLE, CLIFFORD M	1203 39TH ST E			PALMETTO	FL	34221	
19	SIDDLE, CLIFFORD M	1203 39TH ST E			PALMETTO	FL	34221	
20	X70	3921 16TH AVE E			PALMETTO	FL	34221	
21	X70	3921 16TH AVE E			PALMETTO	FL	34221	

# BRADENTON HERALD

www.bradenton.com  
 P.O. Box 921  
 Bradenton, FL 34206-0921  
 102 Manatee Avenue West  
 Bradenton, FL 34205-8894  
 941/748-0411 ext. 7065

Bradenton Herald  
 Published Daily  
 Bradenton, Manatee, Florida

STATE OF FLORIDA  
 COUNTY OF MANATEE;

Before the undersigned authority personally appeared Sheila Dalesio, who on oath says that she is a Legal Advertising Representative of the Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of NOTICE OF RESOLUTION in the Court, was published in said newspaper in the issues of AUGUST 17, 2001.

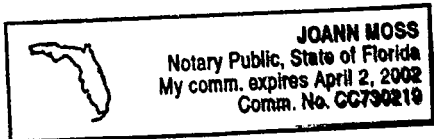
Affiant further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



(Signature of Affiant)

Sworn to and subscribed before me this

17 Day of Aug, 2001



  
 SEAL & Notary Public

Personally Known  OR Produced Identification   
 Type of Identification Produced \_\_\_\_\_

**R-01-149-V  
 VACATION OF PLAT-  
 TED RIGHT-OF-WAY**

**NOTICE OF RESOLUTION DECLARING A PUBLIC HEARING TO CONSIDER AN APPLICATION TO VACATE CERTAIN STREETS, ROADS OR OTHER APPROPRIATE PROPERTY PURSUANT TO SECTIONS 77.101, FLORIDA STATUTES**

WHEREAS, an Application has been made to the Board of County Commissioners of Manatee County, Florida, for the vacation of the hereinafter described streets, roads or other appropriate property by Bobbie R. Haggard and Diane L. Haggard, husband and wife, and

WHEREAS, said Application seeks the vacation of a portion of the right-of-way located adjacent to 3703 16th Avenue East, Palmetto, Florida, an unincorporated area of Manatee County, Florida, being further described as follows:

**COMMENCING AT THE SOUTHEAST CORNER OF LOT 109, PALMETTO GROVE AND GARDEN CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 37, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°-47'11" W ALONG THE NORTH LINE OF A 50.00 FOOT WIDE PLATTED RIGHT-OF-WAY A DISTANCE OF 525.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°-47'11" W ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 65.00 FEET TO A POINT LYING 41.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 109; THENCE S00°-12'49"E A DISTANCE OF 10.00 FEET; THENCE N89°-47'11"E PARALLEL TO THE NORTH LINE OF SAID RIGHT-OF-WAY A DISTANCE OF 65.00 FEET; T H E N C E N00°-12'49"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. AN AREA CONTAIN 650 SQUARE FEET.**

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Manatee County, Florida, that a public hearing (R-01-149-V) will be held by the Board of County Commissioners of Manatee County, Florida, in the Commissioners Chambers on the 1st Floor of the Manatee County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, at 9:00 a.m. or as soon thereafter as the same may be heard, on the 19th day of September, 2001 to consider the advisability of granting said Application, or some portion thereof. All interested persons, firms, corporations or other entities and organizations shall govern themselves accordingly.

In accordance with Section 286.0105, Florida Statutes, any person desiring to appeal a decision made with respect to any matter considered at this hearing, that person will need a record of the proceedings, and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Rules of procedure for this public hearing are in effect pursuant to Resolution 94-90. Copies of this Resolution are available for review at the Citizens Action Center on the ninth floor of the County Administration Building, 1112 Manatee Avenue West, Bradenton, Florida, and are available for purchase, at cost, from the County Administrator's Office. **DULY ADOPTED**, with a quorum present and voting, this the 14th day of August, 2001. **BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FLORIDA**  
 8/17/01